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May 27, 2010

CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND REGULAR MAIL
Valerie Pennamon d/b/a Val's Red Clay Cafe

Monticello, Georgia 31064.

Re: 139 West Washington Street, Monticello, Georgia 31064.

Dear Valerie Pennamon:

Our firm represents the Downtown Development Authority. You rented the above described Premises for a term ending at 12 o'clock midnight on November 31, 2009. You declined to sign a new lease. You were a tenant holding over under paragraph 16 of the lease.

Toward the end of your lease, you and the DDA negotiated the new rent figure of \$1,000 a month with you taking responsibility for 75% of the electric bill, 100% of the gas bill, and 90% of the water and sewer bill. You have continued to pay the rent of \$1,000 per month instead of the old monthly rate of \$1,900. However, you have not paid any utilities since July 2009. The current balance is \$5,753.09. You were required to pay this balance within 30 days, or the intervention of a court would be necessary.

The request by the DDA for submission of a payment plan for past due utilities totaling \$5,753.09 was ignored. The DDA has no other choice but to pursue immediate legal action to recoup these monies.

Additionally, the request to remove your belongings has been ignored. You failed to act, and relinquished any claim of ownership of items remaining since you have continuously City/DDA requests. Additionally you failed to return your key to the facility as requested.

The City and DDA do not release you from your obligations under paragraphs 4, 6, 11, 14, 16, and 17 of the lease, which respectively say:

“At the termination of this Agreement, the Premises shall be returned to Lessor in clean, sanitary, and good condition, as determined at that time by the Lessor, except for reasonable wear and tear. In addition, the premises shall be free of all personal property and trash not

belonging to Lessor. It is agreed that all dirt, holes, tears, burns, smells and stains of any size or amount in the carpets, drapes, floors, ceilings, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.”

“Any and all alterations, changes, materials, tangible property, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.”

“Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. The Lessee must immediately notify the Lessor of any substantial defects. Any repairs that would cost \$75 or less are the sole responsibility of the Lessee. If the Lessee has a repair request greater than \$75, the Lessee must contact the Lessor. The Lessee, with prior written approval from the Lessor, may make the repairs and then deduct the cost of repairs from the rent, providing the Lessor with an itemized list of the work done and original receipts. Without limiting the generality of the foregoing, Lessee shall:

- a. Maintain all interior surfaces of the commercial space (floors, walls, ceilings, doors, windows, etc.) in clean and sanitary fashion on a regular basis;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open and unlocked position during any inclement weather or when commercial space is unattended;
- e. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- f. Keep all air conditioning filters clean and free from dirt on a regular and timely basis;
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and regular clean and sanitary condition and shall use same only for the purposes for which they were constructed. Lessee must take steps to keep the pipes from freezing in the winter. Lessee shall not allow any food, sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Lessee shall not pour chemicals or grease down the sink. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- h. Lessee shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents or neighbors. Said noise and/or activity shall be a breach of this agreement;
- i. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or neighbors. Said noise and/or activity shall be a breach of this agreement;
- j. And Lessee shall deposit all trash, garbage, rubbish or refuse in waste bins to be taken away by the local trash collection service. Lessee shall not allow any trash,

garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or on the property. No hazardous substances may be disposed of in the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes.”

“Lessor and its agents shall further have the right at any time to exhibit the Premises to time prospective renters, buyers, and lenders and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions. Lessor is permitted to make all alterations, repairs and maintenance that in Lessor’s judgment are necessary to perform.”

“If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$1000.00 a month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.”

“Upon the expiration of the term hereof or upon early termination of this Agreement due to breach of contract, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.”

BE GOVERNED ACCORDINGLY.

Sincerely,

LAMBERT, REITMAN AND ABNEY, L.L.C.

By: _____

M. Joseph Reitman, Jr.